

Forest Tree Planting  
2006 Planting Season  
Commonwealth of Virginia  
Department of Forestry

IFB

Issue Date: September 27, 2005

IFB #411:A600010

Service Commodity Code:

90265

Issuing Agency:

Commonwealth of Virginia  
Department of Forestry  
470 George Dean Dr.  
Charlottesville, VA 22903

Using Agency And/Or Location

Department of Forestry

**Where Work Will be Performed:**

**Commercial Forestland – Region Three  
Amherst, Nelson, Albemarle, Orange, Culpeper, Madison, Greene,  
Rappahannock, Fauquier and Loudoun Counties**

Period of Contract:

Start no later than February 15, 2006, subject to seedling availability and weather conditions (as determined by Regional Department of Forestry Contract Administrator) and to finish no later than March 31, 2006.

Sealed Bids will be received Until **November 1, 2005 at 2:00 PM.** for furnishing the Goods/Services Described Herein and Then Opened in Public.

All Inquiries For Information Should Be Directed To: Amy Ricotta Phone (434) 977-6555 or Greg Meade Phone 434-977-5193 for Technical Questions.

**IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER TO THE SAME ADDRESS**

In Compliance With This Invitation For Bids And To All The Conditions Imposed Herein, The Undersigned Offers And Agrees to Furnish The Goods/Services Described At the Price(s) Indicated.

Name and Address of Firm:

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
(Print)

\_\_\_\_\_ Zip Code \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Telephone Number: (     ) \_\_\_\_\_

Title: \_\_\_\_\_

FIN No.: \_\_\_\_\_

**PRE-BID CONFERENCE:** A **mandatory** pre-bid conference will be held on October 18, 2005 at 3:00 PM at the Charlottesville Regional Office of the Department of Forestry, 470 George Dean Dr, Charlottesville, Virginia. Any questions regarding the pre-bid conference should be directed to Greg Meade at 434-977-5193 or Amy Ricotta at 434-977-6555.

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1. PURPOSE:

The purpose of the Invitation to Bid is to secure a professional/consulting forester of consulting forestry firm, hereinafter called the contractor, for coordination and oversight of planting of pine seedlings on non-industrial private land during the 2006 tree planting season. Contractor will arrange for all planting crews, supply seedlings, and ensure that seedlings are properly planted in accordance with the specifications in this contract. A professional forester must meet the qualifications as defined in the Code of Virginia Section 10.1-1181.8—10.0-1181.9.

2. SCOPE OF WORK:

2.1 CONTRACTOR RESPONSIBILITIES AND RIGHTS

- 2.1.1 General: Contractor agrees to furnish all labor, seedlings, supervision, insurance, tools and equipment in accordance with the terms and specifications of this agreement.
- 2.1.2 All equipment, supplies and materials, and documentation will be subject to inspection by the Department at any time during this project.
- 2.1.3 The contractor agrees to have personnel and full complement of delivery and support systems available and ready for work no later than February 15, 2006 (subject to seedling availability and weather conditions).
- 2.1.4 Damage Claims: Should the contractor receive written notice of any damage claim from a landowner to their property, he will, in turn, notify the Department in writing within 10 days specifying location of tract planted, nature of damage, and name and address of the person making said claim. The contractor will also contact the person making the claim within 10 days to begin the process for resolution of the claim. Failure of the contractor to comply will be deemed a serious violation that may result in contract termination.
- 2.1.5 All reforestation work, whether performed by the original contractor or sub-contractor, shall be performed under the supervision of a professional forester, as defined in Virginia Code Section 10.1-1181.9.
- 2.1.6 Contractor shall notify the Department of the names and addresses of all sub-contractors as soon as determined and such notices shall include the location, nature and extent of the work to be performed, and a copy of the agreement with each sub-contractor which shall be complete in every detail, including prices.
- 2.1.7 Consent by the Department to any such sub-letting shall not relieve the contractor of full responsibility and liability for the work to be performed by the sub-contractor.
- 2.1.8 Independent Contractor: The contractor, his employees and agents are not to be, at any time, considered servants, agents, or employees of the Commonwealth of Virginia, nor of any department or division thereof, but instead are considered to be independent contractors.
- 2.1.9 Seedling Purchases: It will be the responsibility of the contractor to secure and/or purchase the appropriate materials, supplies, additives, etc. Contractor agrees to purchase and transport all seedlings to be planted under this contract from a Virginia Department of Forestry Nursery. Contractor is responsible for arranging payment method, schedule, or

process with the Department of Virginia Nursery, and for communication seedling needs and pick-up during planting season.

- 2.1.10 Contractor Safety: Contractor agrees to perform the work in a safe and careful manner and to furnish and use, and require its employees to use, such safety devices, methods and measures as are required to protect its employees, its sub-contractor's employees, the employees of others engaged in the work, and the public against bodily injury or damage to property.
- 2.1.11 Applicable Laws: Contractor also agrees to comply with all laws, rules, acts, and/or regulations applicable to the safe performance of such work, including but not limited to the Migrant and Seasonal Agriculture Workers Protection Act (MSPA), Public Law 91-596, Title, "Occupational Safety and Health Act of 1970."
- 2.1.12 Contractor Rights: The contractor reserves the right to halt planting operations when the Department, or one of its representatives, fail to meet their responsibilities as outlined in this agreement.
- 2.1.13 Contract Progress: Contractor agrees to continue through and complete planting on all contracted acres once planting activities have commenced, unless a temporary interruption is approved or required by the Department.
- 2.1.14 Planting Quality Checks: Contractor will submit to the Department planting quality checks within 48 hours of tract completion. Prior to billing, the Department will review and approve planting quality checks.
- 2.1.15 Landowner Billing: To ensure timely cost-share payment processing, landowners will be billed within 10 days of satisfactorily completing reforestation project.

## 2.2 DEPARTMENT RESPONSIBILITIES AND RIGHTS

- 2.2.1 Tract Designation: The Department will provide a tract location map, estimated acreage, tree species, planting density, planting spacing and GPS/GIS map if available. The Department will have final say over any acreage disagreements that may arise.
- 2.2.2 Provided Seedlings: There will be considerable acres where the landowner or another cooperater will provide seedlings. The Department will furnish provided seedlings information prior to landowner billing, as necessary to reflect actual planting costs. **On tracts with landowner provided seedlings, landowner invoices will be reduced by the equivalent value of Department of Forestry seedlings at the contractor rate.**
- 2.2.3 Department Rights: The Department reserves the right to halt planting operation at any time when Department inspections, planting quality data audits, or contractor's performance does not meet requirements specified in this contract.
- 2.2.4 The Department reserves the right to reject any and all bids.

## 2.3 DATES OF PLANTING

Start no later than February 15, 2006, subject to seedling availability and weather conditions (as determined by Regional Department of Forestry Contract Administrator) and to finish no later than March 31, 2006.

### 3. GENERAL TERMS AND CONDITIONS

- 3.1 VENDOR'S MANUAL: This solicitations is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedures for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under "Manuals".
- 3.2 APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with applicable federal, state, and local laws and regulations.
- 3.3 ANTI-DISCRIMINATION: By submitting their bids all bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contract Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 11-51 of the Virginia Public Procurement Act.

In every contract over \$10,000 the provisions in 3.3.1. and 3.3.2. below apply:

- 3.3.1. During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

- 3.3.2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 3.4 ETHICS IN PUBLIC CONTRACTING: By submitting their bids or proposals, Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- 3.5 IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their bids or proposals, the Bidders or Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- 3.6 DEBARRMENT STATUS: By submitting their bids Bidders certify that they are not currently debarred from submitting bids on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- 3.7 ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- 3.8 MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS:
- 3.8.1 INVITATION FOR BIDS: Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the invitation for bid may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as non-responsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the Bidder withdraw or modify non-responsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- 3.9 CLARIFICATION OF TERMS: If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the opening date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- 3.10 PAYMENT TERMS: An agreement shall be signed between the contractor and each landowner. Upon completion of the project, the contractor shall submit the planting quality checks to the appropriate local Department forester. After Department approval the contractor will then submit his invoice to the landowner for payment, with a copy to be sent to the Department county office. **On tracts with landowner provided seedlings, landowner invoices will be reduced by the equivalent value of Department of Forestry seedlings at the contractor rate.** In the event that the specified seedling type was not available at the time of planting, the billable rate will be increased or decreased to reflect **only** the change in seedling cost to the contractor. Payment terms will be a part of the contractor/landowner agreement.
- 3.11 PRECEDENCE OF TERMS: Paragraphs 3.1 - 3.10 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- 3.12 QUALIFICATIONS OF BIDDERS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the Commonwealth all such

information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The Commonwealth further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder fails to satisfy the Commonwealth that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein. Complaints on vendors and/or failure to meet specifications in previous such contracts will be evidence to reject any bid.

- 3.13 TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. The Department will perform planting quality checks during or immediately after planting has been completed on chosen tracts. Quality check data will be made available, upon request, to the contractor in a timely manner.
- 3.14 ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- 3.15 CHANGES TO THE CONTRACT: Changes can be made to the contract in any one of the following ways:
- 3.15.1 The parties may agree in writing to modify the scope of the contract. Such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- 3.15.2 The Department may order changes within the general scope of the contract at any time by written notice to the contractor. The contractor shall comply with the written notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order. Any savings shall be credited to the Landowner. Said compensation shall be determined by mutual agreement between the parties in writing.
- 3.16 DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- 3.17 DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this

chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 3.18 NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

#### 4. PRE-BID CONFERENCE

A **mandatory** pre-bid conference will be held on Tuesday, October 18, 2005 at 3:00 P.M. at the Virginia Department of Forestry 470 George Dean Dr, Charlottesville, Virginia. Participants will be allowed to join the pre-bid conference by telephone. If that option is desired please contact Greg Meade by October 10<sup>th</sup> for the conference call in information. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this invitation to bid. Any questions regarding the pre-bid conference should be directed to Greg Meade at the Department of Forestry in Charlottesville at 434-977-5193.

#### 5. SPECIAL TERMS AND CONDITIONS

##### 5.1 PLANTING CREW

- 5.1.1 Multiple crews are permissible and expected in order to get the planting done with in the contract time constraints. However, the Department expects crew oversight by the contractor.
- 5.1.2 All trash associated with the planting project shall be disposed of properly in an approved manner. On-site burning of seedling wrappers or any other debris is prohibited.

##### 5.2 SEEDLING TYPE AND CARE

- 5.2.1 Seedlings for all tracts are required to be Loblolly pine, second generation, shortleaf, or Eastern White Pine 2-0, depending on prescription by Area Forester. All seedlings are to be treated for protection against Pales weevil. Seedlings must be purchased from a Virginia Department of Forestry Nursery. See Attachment 7 for seedling purchase



information. In the event that 2<sup>nd</sup> generation seedlings are not available, 1<sup>st</sup> generation, treated pine seedlings will be substituted. The Department must be notified of this substitution and a rate adjustment reflecting the difference in seedling cost will be given to the landowner. A small number of acres of **shortleaf** will be planted under this contract. The contract price for shortleaf will be calculated by subtracting the contractor price for 2<sup>nd</sup> generation loblolly, pales treated seedlings and adding back to the contract price the published bulk rate for shortleaf pine provided by a Virginia Department of Forestry Nursery.

- 5.2.2 Bags and bundles containing seedlings will be kept closed and under shade at all times. Protective heat shield tarps are required, allowing proper ventilation.
- 5.2.3 Seedlings in bags, bundles, and planter's tree bags will be kept moist at all times.
- 5.2.4 Planters will carry no more trees in hand than can be carried without roots drying out before planting.
- 5.2.5 Seedlings will be planted within 48 hours of removal from cold storage. Proper cold storage is defined as a facility where temperature can be regulated at 40 degrees and humidity of 95% or greater. To accomplish the humidity the storage area will likely need to be watered on a daily basis. The Department has the right to periodically inspect the cold storage facilities.
- 5.2.6 Contractor will haul seedling bundles in a covered or enclosed vehicle or trailer to prevent seedling exposure to wind, cold or heat during transport. Contractor may, at his own expense, use a refrigerated van for long term storage of seedlings on site, provided the refrigeration unit is monitored and temperature and humidity levels are maintained to the above specifications in 5.2.5. Upon request and approval Department seedling coolers may be used for short-term storage.
- 5.2.7 Seedling care will be periodically checked by the Department Contract Administrator. If seedling care specifications are not being met, the seedlings are subject to being declared unacceptable for the contract and replacement would be required.

### 5.3 PLANTING

- 5.3.1 Only one seedling shall be planted in a hole.
- 5.3.2 The hole shall be in mineral soil free from duff or trash. Hole will be located so that the seedling has a reasonable chance of survival (ie. Not at the bottom of a deep rut).
- 5.3.3 Seedlings are to be planted at root collar or deeper, some of the green leaves should be in the ground, but not excessively deep; planting tool should be 8" x 3" minimum. Seedling depth should be a minimum of 7 vertical inches.
- 5.3.4 The tap root is to be planted without "J" rooting (turned more than 90%).
- 5.3.5 Lateral roots are not to be twisted or balled up.
- 5.3.6 Seedlings shall stand at no more than 20 degrees from vertical.
- 5.3.7 The hole shall be filled in at both the bottom and top and to be packed firmly without

injuring bark on seedling. Seedling should not be removable with two fingers.

- 5.3.8 Seedlings are not to be planted in frozen ground or when air temperatures freeze root hairs.
- 5.3.9 Seedlings are to be planted at the prescribed rate and spacing provided by the Department Forester for each tract.
- 5.3.10 Contractor may request an adjustment to the specified planting density for individual tracts that may have excessive debris conditions that may prevent consistent planting at the specified density and spacing. Approval of the adjustment will be at the Department's discretion.
- 5.3.11 Seedling roots shall not be beaten or otherwise damaged.
- 5.3.12 Trees coated with clay slurry will not be rinsed off.
- 5.3.13 Any root pruning shall be done only with the approval of the Department. Under no circumstances shall roots be pruned to an overall length of less than 6 inches.

- 5.4 INSURANCE: By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with Sections 11-46.3 and 65-800 at seq. of *Code of Virginia*. The bidder further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- 5.4.1 Worker's Compensation - Statutory requirements and benefits.
- 5.4.2 Employers Liability - \$100,000.
- 5.4.3 General Liability - \$500,000 combined single limit. The Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
- 5.4.4 Automobile Liability: Required limits as stated in Migrant and Seasonal Agricultural Worker Protection Regulations: Part 500.

**Successful bidder must show proof of insurance.**

- 5.5 REFERENCES: Bidders shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

## REFERENCES

ORGANIZATION	ADDRESS	CONTACT PERSON	TELEPHONE NUMBER

- 5.6 AWARD: The Commonwealth will make the award for the contract to the lowest responsive and responsible Bidder based on the average cost per 1000 seedlings for seedling, seedling transport, planting labor, crew supervision, and planting quality. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest. Contract will not be split; it will be awarded to a single contractor.
- 5.7 INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Landowner and/or Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- 5.8 NONDISCRIMINATING STATEMENT: "This public body does not discriminate against faith-based organizations."
- 5.9 COMMUNICATIONS: Contractor must have the following forms of communications: cell phone and email access that will be used to receive planting acreage updates and other updates as necessary.

## 6. Bidding Procedures

- 6.1 For bids to be considered, complete and sign the Invitation To Bid Sheet, Page 1; list references and reference data (Section 5.6); complete the bid form (Section 6.2) as per these Instructions for Bidding and return this entire Document by mail, or in person in time to reach The Department of Forestry, 470 George Dean Dr., Charlottesville before 2:00 P.M. November 1, 2005. Bids completed incorrectly will be disqualified
- 6.2 Number of tracts and acreages are estimates based on information at time of issue. These are not

guaranteed and will likely change. The Department may request planting on more acreage than called for in this document. The additional acreage will not exceed more than 50% of the acreage, without mutual consent of the contractor. This agreement for additional acreage will be subject to the time of planting specified in Section 2.3.

- 6.3 The contract shall be awarded to the contractor with the lowest bid per 1000 seedlings to cover the cost of seedling, seedling transport, planting labor, planting supervision and planting quality control. In case of a tie “preference shall be given to goods and services and construction produced in Virginia or provided by Virginia Persons, firms or corporations, if such a choice is available; otherwise, the tie shall be decided by a coin toss.” (Chapter 2, Section 2.22a, Commonwealth of Virginia Agency Procurement Manual).
- 6.4 After completing Invitation For Bid Sheet (Page 1) and the Bid Form (Section 6.8), this entire Document should be enclosed in a separate envelope. Mark the outside as follows: "Sealed bid for the tree planting on commercial forestland in the Commonwealth of Virginia to be opened only at the Department of Forestry office, Charlottesville VA, on November 1, 2005 at 2:00 PM.
- 6.5 Enclose this sealed envelope in a second envelope addressed to the Department of Forestry, 470 George Dean Dr., Charlottesville, VA 22903
- 6.6 To obtain bid results, persons bidding should submit a self-addressed, stamped envelope with bid. Contracts will be awarded and mailed to the successful bidder(s) within 10 calendar days after the intent to award is issued.
- 6.7 The contract (Attachment 1) must be signed and returned with Bid package by November 1, 2005 to Department of Forestry. Once an award has been made, the complete contract will then be mailed to contractor.
- 6.8 Contractor will use the following form for submission of bids to the Department.

Contract Number 411:A600010

**BID SUBMISSION FORM  
2005 FOREST TREE PLANTING CONTRACT**

**REGION 3**

**LOBLOLLY**

**See Attachment 5 for acre and seedling estimates  
See Attachment 6 for example of how per acre price is derived from bid price**

**Required seedling type: Weevil Treated Loblolly pine, second generation from Virginia  
Department of Forestry Nurseries**

**PER 1000 SEEDLINGS. BID AMOUNT MUST INCLUDE COST OF SEEDLING,  
SEEDLING TRANSPORT, PLANTING LABOR, PLANTING SUPERVISION AND  
PLANTING QUALITY CONTROL.**

PRICE PER 1000 TREES \_\_\_\_\_

**WHITE PINE**

**See Attachment 5 for acre and seedling estimates  
See Attachment 6 for example of how per acre price is derived from bid price**

**Required seedling type: Weevil Treated White pine, from Virginia Department of Forestry  
Nurseries.**

**PER 1000 SEEDLINGS. BID AMOUNT MUST INCLUDE COST OF SEEDLING, SEEDLING  
TRANSPORT, PLANTING LABOR, PLANTING SUPERVISION AND PLANTING  
QUALITY CONTROL.**

PRICE PER 1000 TREES \_\_\_\_\_

## 7. PERFORMANCE

- 7.1 Planting quality will be determined by quality checks performed by the contractor; stocking and excavation information will be provided to the Department within 48 hours of tract completion. Planting quality checks will be submitted on Attachment Five in the manner so described on form. The Department will audit the planting quality check submitted by the contractor for the first tract in each County, and randomly audit subsequent tracts. If these audits reveal standards for full payment, the department will inform the contractor to bill landowner.
- 7.2 IF STANDARDS FOR FULL PAYMENT ARE NOT MET ON ANY RANDOM AUDIT THE DEPARTMENT AND CONTRACTOR WILL MEET ONSITE TO RESOLVE ANY DISCREPENCIES IN PLANTING QUALITY CHECK DATA. IF DISCREPENCIES ARE NOT RESOLVED THE REGIONAL PLANTING COORDINATOR WILL MAKE THE FINAL DETERMINATION REGARDING PLANTING QUALITY AND ACERAGE PLANTED.
- 7.3 A minimum of 1 quality check plot per 5 acres will be taken. A minimum of 5 plots will be taken on tracts under 20 acres in size.
- 7.4 The contractor will be notified of unsatisfactory work as soon as practical after planting inspection has been completed, and the Department's decision as to the method of restitution. Restitution will be according to the following schedule:

<u>% of trees properly planted*</u>	<u>Payment</u>
85-100+	Full
80-85%	90%
< 80	90% following replanting to specifications at contractor's expense

\*Defined as:  $\frac{\text{No. of properly planted trees per acre from field inspection}}{\text{No. of prescribed trees per acre}} \times 100$

- 7.5 REPLANTING: When replanting is required, it will be the responsibility of the contractor. The contractor may contract with another qualified contractor to accomplish the replanting with the written consent of the Department. In any case the replanting shall be accomplished within the contract period.
- 7.7 WEATHER: If weather conditions are prohibitive and delays start up of planting beyond February 15, 2005 or significantly impact contract progress, the equivalent time may be added to the end of the contract period. If extended drought conditions exist at any point during the contract period, the Department reserves the right to suspend planting activities until conditions improve, with the equivalent time being added to the end of the contract

period if needed. Such decision will be made by the Regional/Department of Forestry Contract Administrator, in consultation with the contractor.

## 9. ATTACHMENTS

Attachment 1 -Contract Form

Attachment 2 -Contractor/Landowner Agreement

Attachment 3- Map showing planting area.

Attachment 4- Planting Quality Data Form

Attachment 5- Tract and Acreage Estimate

Attachment 6- Example of obtaining per acre price from bid price

Attachment 7- Virginia Department of Forestry Nursery Contact Information

**ATTACHMENT #1**  
**COMMONWEALTH OF VIRGINIA**  
**DEPARTMENT OF FORESTRY**  
**Contract Number 411:A600010 REGION THREE**

**TREE PLANTING CONTRACT**

This contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005 by \_\_\_\_\_ hereinafter called the "Contractor" and the Commonwealth of Virginia, Department of Forestry, hereinafter called the "Department".

WITNESSETH that the contractor and the Department, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The contractor shall provide the services to the Department as set forth in the contract documents.

PERIOD OF THE CONTRACT: For tree planting, From February 1, 2006 through March 31, 2006

The contract Documents shall consist of:

- (1) This signed form;
- (2) The attached portions of the Invitation for Bid dated September 27, 2005 \_\_\_\_\_ to include the following:
  - (a) *The Scope of Work, and/or items description*
  - (b) *The General Terms and Conditions*
  - (c) *The Special Terms and Conditions*
  - (d) *Bidding Procedure*
  - (e) *Performance*
  - (f) *Renewal*
  - (g) *Attachments*

COMPENSATION AND METHOD OF PAYMENT: The contractor shall be paid by the Landowner as set forth in Attachment 2.

CONTRACTUAL CLAIMS: Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Commonwealth of Virginia Vendor's Manual.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

DEPARTMENT:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## ATTACHMENT #2

**CONTRACT: 411:A600010**

### TREE PLANTING AGREEMENT

This agreement made and entered this \_\_\_\_\_ day of \_\_\_\_\_ between:  
\_\_\_\_\_, hereinafter referred to as Contractor; and \_\_\_\_\_,  
address: \_\_\_\_\_ hereinafter to as Landowner.

**WHITNESSETH**, in consideration of the payments to be made by the Landowner as specified herein, Contractor agrees to plant trees upon land controlled by the Landowner according to the following terms and conditions:

- A. agrees to plant a total of \_\_\_\_\_ acres in \_\_\_\_\_ County and more fully described  
as: \_\_\_\_\_

- B. agrees to provide second generation treated seedlings and plant approximately \_\_\_\_\_ trees per acre at a spacing of approximately \_\_\_\_\_ feet by \_\_\_\_\_ feet.

- C. agrees to the following payment schedule:

% of trees properly planted*	Payment
85-100+	Full
80-85%	90%
< 80	90% following replanting to specifications at contractor's expense

\*Defined as: 
$$\frac{\text{No. of properly planted trees per acre from field inspection}}{\text{No. of prescribed trees per acre}} \times 100$$

- D. agrees to invoice landowner after certification by the Department.
- E. agrees to plant according to dates prescribed by the Department, dependant on weather conditions and ground conditions on the tracts.
- F. agrees to handle and plant all seedlings according to the Department's proper planting specifications.
- G. contractor agrees to indemnify, and hold harmless the Landowner from any claims, damages and actions arising from the services furnished by the Contractor.
- H. agrees to send a copy of final invoice to the Department Office for the county where the planting is being done.

## LANDOWNERS

- A. agrees to pay a rate of \$ \_\_\_\_\_ per acre for a total of \$ \_\_\_\_\_, to be paid within 21 days of invoice unless otherwise agreed. The total invoiced shall be reduced by the value of provided seedlings.
- B. agrees that non-payment of money due the Contractor within 30 days after invoice, unless otherwise arranged, shall constitute default. Legal action may be pursued to place a lien upon the property.
- C. agrees that in case of non-payment requiring the Contractor to resort to legal action to collect payment due, the Landowner shall also be responsible for all attorneys fees, court and other costs and for interest on the unpaid balance at the rate of 2.5% per month or legal maximum if lower than 2.5%.
- D. agrees that in the case of unforeseen changes to the contract instituted by the Department of Forestry, the Landowner shall be responsible for the adjusted contract price, either higher or lower. Any such changes will be in writing by both the Contractor and Landowner.
- E. agrees to provide ingress and egress for all employees, materials and equipment of the contractor necessary to complete project.
- F. agrees that acreage described above is correct. Acreage discrepancies will be resolved by GPS measurement.
- G. agrees to indemnify, defend, and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, arising from participation in this contract, provided that such liability is not attributable to the sole negligence of the agency. The Contractor is fully responsible for all services being rendered under the contract.

This contract cannot be altered, modified or deviated from unless set forth in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereunto execute this agreement as of the day and year first written above.

WITNESS \_\_\_\_\_ BY \_\_\_\_\_  
Landowner

WITNESS \_\_\_\_\_ BY \_\_\_\_\_  
Contractor

**Attachment 3**  
Map showing Planting Area  
**CONTRACT: 411:A600010**

**Attachment #4**  
**Planting Quality Check Form**  
**2006 Forest Tree Planting Contract**  
**Virginia Department of Forestry**

County \_\_\_\_\_ Date Planted \_\_\_\_\_ Date Sampled \_\_\_\_\_

Tract Name/Number \_\_\_\_\_ Acres Planted \_\_\_\_\_

Planting Crew \_\_\_\_\_ Inspector Name \_\_\_\_\_

Species Planted \_\_\_\_\_ Prescribed TPA \_\_\_\_\_

Date and Time Seedlings Removed from Cold Storage \_\_\_\_\_

Plot	Above Ground Quality			Excavated Trees		
	# of Seedlings	Unsatisfactory	Satisfactory	#1	#2	#3
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
Sum				XXXX	XXXX	XXXX
Average				XXXX	XXXX	XXXX
			Satisfactory Dug			
			Total Dug			

**Excavated Tree Codes**

A	Angle Improper	E	Excessively Deep	P	Pruned < 7 "	√	Satisfactory
B	2 or more/hole	J	J- Rooted	S	Shallow, <7" deep		
C	Debris in Hole	L	Loose	T	Twisted or Balled		

Average # of  
above ground

Satisfactory planted X 100 X (Satisfactory Dug / Total Dug) = Total Satisfactory Planted per acre

Line A  X 100 X (   ) =

Total Satisfactory Planted per Acre / # of Prescribed Trees per Acre (TPA) X100 = % of Trees Properly Planted

Line B   X100

#### **Attachment # 4, Planting Quality Check Form Instructions**

Fill out the top portion of the form in its entirety.

Using 1/10 acre plots, sample a plot for every 5 acres. On 20 acre or smaller tracts a minimum of five 1/10 acre plots will be taken.

Note: Additional Forms will be needed on tracts over 50 acres.

In the first column record the total number of planted trees within the plot. In the Above Ground Quality section assign the found seedlings in the proper category based on the criteria outlined in section 5.3 Planting, in the contract. Items such as seedling tightness and seedling lean over 20% are examples of what to look for. Sum up the columns and average them as well.

On each sample plot the three seedlings closest to plot center will be excavated with care to ensure that planting quality can be observed. Using the Excavated Tree Codes assign the proper code to each seedling that is excavated. Count the number of satisfactory excavated seedlings and the total number of seedlings and put in the appropriate boxes.

In Line A insert the average number of above ground satisfactory planted trees. In the second box insert the number of satisfactory excavated seedlings. In the third box insert the total number of excavated seedlings.

Using the formula above Line A insert the results in the fourth box. This will be the number of satisfactory planted trees planted per acre.

In Line B insert the number of satisfactory planted trees per acre from Line A in the first box. In the second box insert the number of trees per acre that were prescribed for the tract. Using the formula above Line B complete the Third box. This will be the percentage of properly planted trees as described in contract section 7.4. This will also be used as the basis on which the landowner will be billed.

**Attachment #5**  
**Estimate of Tracts, Acres, and Seedlings for Contract # 411:A600010**

Below is an estimate of tracts by trees per acre and the acreage and associated seedling estimate. The contract will be awarded based on the contractors bid and the estimates provided below as described in 6.1.5

**300-450 TREES PER ACRE**

ACRE RANGE	TREATED	
	TRACTS	ACRES
1-50	1	45
51-150	2	123
151+		

**451-600 TREES PER ACRE**

ACRE RANGE	TREATED	
	TRACTS	ACRES
1-50	22	770
51-150	15	765
151+	2	322

**Attachment #6**

**Example of how the per 1000 seedling bid will work for Contract # 411:A600010**

Note that the numbers used in this example are purely for demonstration purposes only and have no bearing on what price is expected.

**PER 1000 SEEDLINGS. BID AMOUNT MUST INCLUDE COST OF SEEDLING, SEEDLING TRANSPORT, PLANTING LABOR, PLANTING SUPERVISION AND PLANTING QUALITY CONTROL.**

PRICE PER 1000 TREES \$95.00

PUBLISHED PRICE OF 1000 2<sup>ND</sup> GENERATION VIRGINIA SEED SOURCE SEEDLINGS \$41.00

Using the example bid above here are some prices that would be used on a per acre basis in the field.

35 acre tract

350 trees/acre

Bid price of \$95.00 per 1000 seedlings

$\$95.00 \text{ per } 1000 \text{ seedlings} = .095 \text{ per tree} \times 350 \text{ trees/acre} = \$33.25 \text{ per acre} \times 35 \text{ acres} = \$1163.75 \text{ total tract cost}$

55 acre tract with provided seedlings

485 trees/acre

Bid price of \$95.00 per 1000 seedlings minus \$41.00 per 1000 for provided trees = \$54.00 per 1000

$\$54.00 \text{ per } 1000 \text{ seedlings} = .054 \text{ per tree} \times 485 \text{ trees/acre} = \$26.19 \text{ per acre} \times 55 \text{ acres} = \$1440.45 \text{ total tract cost}$

**ATTACHMENT #7**

**Nursery and Seedling Information**  
**2004-2005 Forest Tree Planting Contract**  
**Virginia Department of Forestry**

**Contract # 411: A600010**

Contact Information:

Dwight Stallard, Manager  
Garland Gray Forestry Center  
19127 Sandy Hill Road, Courtland, VA 23837

804-834-2855

FAX: 804-834-3141

Please contact Dwight Stallard for seedling pricing information and ordering.

The successful vendor will be required to complete and file a credit application with Virginia Department of Forestry (VDOF) Nurseries.

Payment terms for seedlings picked up will be as follows:

VDOF Nurseries will bill the Contractor for any seedlings picked up each month at the end of the month. Payment for each month's seedlings will be expected within 30 days of billing. Failure to pay on time could result in the Contractor being refused additional seedlings until the account is current.